

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

SKY KING SATELLITE, INC.,)
)
Plaintiff,)
)
v.) Case No. 23-cv-175-SMD
)
)
ELITE TECHNICIAN)
MANAGEMENT GROUP, LLC,)
)
Defendant.)

ANSWER OF DEFENDANT

Defendant Elite Technician Management Group, LLC (“ETMG”) answers Plaintiff Sky King Satellite, Inc.’s (“Sky King”) Complaint as follows:

PARTIES

1. Admitted.
2. Admitted.

FACTUAL ALLEGATIONS

3. ETMG adopts and re-alleges its response to the preceding paragraphs 1-2 as if fully set forth herein.

4. Admitted that ETMG engaged Sky King to perform work. Otherwise denied.
5. Admitted that ETMG engaged Sky King for services related to aerial/underground construction services. Otherwise denied.
6. Admitted that Sky King performed work from on or about January 16, 2023 to on or about January 27, 2023. Otherwise denied.
7. Denied.

COUNT I- BREACH OF CONTRACT

8. ETMG adopts and re-alleges its response to the preceding paragraphs 1-7 as if fully set forth herein.

9. This paragraph contains a legal conclusion to which no response is required.

10. This paragraph contains a legal conclusion to which no response is required.

11. This paragraph contains a legal conclusion to which no response is required.

ETMG denies that the Plaintiff is entitled to any of the relief sought in the *ad damnum*.

**ETMG DENIES EACH AND EVERY ALLEGATION IN THE COMPLAINT
THAT IS NOT EXPRESSLY ADMITTED AND DENIES THAT PLAINTIFF IS
ENTITLED TO THE RELIEF REQUESTED FROM ETMG.**

ADDITIONAL DEFENSES

In further answer to Plaintiff's claims, ETMG pleads the following additional separate and several defenses:

First Defense

The Complaint, in whole or in part, fails to state a claim upon which relief may be granted.

Second Defense

Plaintiff has failed to mitigate its alleged damages.

Third Defense

The claim of Complaint is barred by the doctrines of consent, acquiescence, waiver, release, unclear hands, lack of standing, and/or estoppel.

Fourth Defense

Any recovery Plaintiff might be entitled to must be reduced by all recoveries and

payments from other sources.

Fifth Defense

Plaintiff's claim fails for lack of consideration, mutual or unilateral mistake, assent or acceptance, indefiniteness and/or vagueness of alleged contract terms, unconscionability, impossibility or impracticability of performance, and frustration of purpose.

Sixth Defense

Defendant was not properly served with the summons and Complaint in accordance with Rule 4, Ala. R. Civ. P.

Seventh Defense

Defendant pleads ratification, waiver, release, and complete performance as defenses.

Eighth Defense

Plaintiff has suffered no injury, damage, or loss as a proximate result of any of the claims asserted against the Defendant.

Ninth Defense

Plaintiff's claim fails for failure to satisfy the Statute of Frauds.

Tenth Defense

ETMG reserves the right to amend its answer and assert additional defenses following discovery.

WHEREFORE, premises considered, Defendant ETMG respectfully requests this Honorable Court to enter an order denying Plaintiff's claims for relief and all claims which have been asserted, awarding ETMG attorneys' fees, costs, and expert witness fees incurred in defending against Plaintiff's claims, and granting such other and different relief as this Court deems just and necessary.

Respectfully submitted this the 7th day of April, 2023.

/s/ G. Lane Knight

One of the Attorneys for Defendant Elite
Technician Management Group

OF COUNSEL:

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CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system and service will be perfected upon the following CM/ECF participant(s) electronically and/or electronic mail upon others on this the 7th day April, 2023:

Jerry M. Blevins
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/s/ G. Lane Knight

Of Counsel